

The Honorable J. Richard Creatura

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

Touchpoint Communications, LLC, an Oregon
Limited Liability Company,

Plaintiff,

v.

Dentalfone, LLC, a Florida Limited
Liability Company,

Defendant.

No. 3:15-cv-05240-JRC

**DEFENDANT DENTALFONE,
LLC'S ANSWER, AFFIRMATIVE
DEFENSES AND
COUNTERCLAIMS TO
TOUCHPOINT
COMMUNICATIONS LLC'S
AMENDED COMPLAINT**

Response to Introduction

1. Dentalfone admits the allegations set forth in Paragraph 1.
2. Dentalfone admits the allegations set forth in Paragraph 2.
3. Dentalfone denies the allegations set forth in Paragraph 3.
4. Dentalfone lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 4 and therefore denies them.
5. Dentalfone admits that WEO seeks damages under the Copyright Act, the Lanham Act and Washington's Unfair Trade Practices Act, otherwise, Dentalfone denies the allegations set forth in Paragraph 5.

Response to Parties

6. Dentalfone lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 6 and therefore denies them.

7. Dentalfone admits the allegations set forth in Paragraph 7.

8. Dentalfone admits the allegations set forth in Paragraph 8.

Response to Jurisdiction and Venue

9. Dentalfone admits the allegations set forth in Paragraph 9.

10. Dentalfone admits that it has conducted business in the State of Washington and that this Court has personal jurisdiction over Dentalfone. Dentalfone denies the remaining allegations of Paragraph 10.

11. Dentalfone admits that it does business in the State of Washington and that it markets to and enters into licensing agreements with Washington based dental practices. Dentalfone denies the remaining allegations of Paragraph 11.

12. Dentalfone admits the allegations set forth in Paragraph 12.

13. Dentalfone does not challenge venue for this Action.

Response to Factual Background

14. Dentalfone lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 14 and therefore denies them.

15. Dentalfone lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 15 and therefore denies them.

16. Dentalfone lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 16 and therefore denies them.

17. Dentalfone lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 17 and therefore denies them.

18. Dentalfone admits the allegations set forth in Paragraph 18.

19. Dentalfone admits the allegations set forth in Paragraph 19.

20. Dentralfone admits that it sent a copy of the March 4, 2015 letter to Smiles Dental.

Dentralfone lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 20 and therefore denies them.

21. Dentralfone lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 21 and therefore denies them.

22. Dentralfone admits that its “unique and proprietary designs” are protected by federal copyright and trade dress protections. Dentralfone also admits that it does not currently have any copyright registration or trade dress registration for its design. Otherwise, the remaining allegations set forth in Paragraph 22 are denied.

23. Dentralfone denies the allegations set forth in Paragraph 23.

24. Dentralfone admits that the article provided in Exhibit 3 of the Complaint speaks for itself. Dentralfone lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 24 and therefore denies them.

25. Dentralfone admits that the article provided in Exhibit 3 of the Complaint speaks for itself. Dentralfone lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 25 and therefore denies them.

26. The allegations in Paragraph 26 are unclear with regards to what is meant by “use of tiles” such that Dentralfone denies the allegations set forth therein.

27. Dentralfone admits that images of mobile applications it designed are shown on page 9 of the Amended Complaint. Dentralfone denies the remaining allegations set forth in Paragraph 27.

Response to Count I

Declaratory Judgment of Non-Infringement Under the Copyright Act

28. Dentralfone restates each and every response set forth in Paragraphs 1-27 above and incorporates them herein by reference.

29. Dentralfone admits the allegations set forth in Paragraph 29.

30. Dentralfone denies the allegations set forth in Paragraph 30.

31. Dentalfone denies the allegations set forth in Paragraph 31.

32. Dentalfone lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 32 and therefore denies them.

33. Dentalfone denies the allegations set forth in Paragraph 33.

34. Dentalfone denies the allegations set forth in Paragraph 34.

Response to Count II

Declaratory Judgment of Non –Infringement Under the Lanham Act

35. Dentalfone restates each and every response set forth in Paragraphs 1-34 above and incorporates them herein by reference.

36. Dentalfone admits the allegations set forth in Paragraph 36.

37. Dentalfone denies the allegations set forth in Paragraph 37.

38. Dentalfone denies the allegations set forth in Paragraph 38.

39. Dentalfone denies the allegations set forth in Paragraph 39.

40. Dentalfone denies the allegations set forth in Paragraph 40.

41. Dentalfone denies the allegations set forth in Paragraph 41.

Response to Count III

Unfair Trade Practices R.C.W.A. §19.86

44. Dentalfone restates each and every response set forth in Paragraphs 1-41 above and incorporates them herein by reference. Dentalfone also makes note that the Amended Complaint fails to include any Paragraphs 42 or 43.

45. Dentalfone admits the allegations set forth in Paragraph 45.

46. Dentalfone denies the allegations set forth in Paragraph 46.

47. Dentalfone denies the allegations set forth in Paragraph 47.

48. Dentalfone lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 48 and therefore denies them.

49. Dentalfone denies the allegations set forth in Paragraph 49.

Response to Count IV

Tortious Interference

50. Dentalphone restates each and every response set forth in Paragraphs 1-41 and 44-49 above and incorporates them herein by reference.

51. Dentalphone lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 51 and therefore denies them.

52. Dentalphone admits that it was aware that WEO designed a mobile website for Smiles Dental, as shown in the attachment to Dentalphone's letter dated November 25, 2014 (See Exhibit 1 to WEO's Amended Complaint) and as shown in the attachment to Dentalphone's letter dated March 4, 2015 (See Exhibit 2 to WEO's Amended Complaint). Dentalphone lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 52 and therefore denies them.

53. Dentalphone admits that it intentionally sent the March 4, 2015 letter to Smiles Dental as an infringer of Dentalphone intellectual property rights. Dentalphone denies the remaining allegations set forth in Paragraph 53.

54. Dentalphone denies the allegations set forth in Paragraph 54.

55. Dentalphone denies that Smiles Dental acknowledged receiving the March 4, 2015 letter. Dentalphone lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 55 and therefore denies them.

56. Dentalphone lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 56 and therefore denies them.

57. Dentalphone lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 57 and therefore denies them.

58. Dentalphone lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 58 and therefore denies them.

Response to Prayer for Relief

Dentalfone denies that WEO is entitled to any relief it seeks by way of the Amended Complaint, whether requested in its Prayer for Relief or otherwise. To the extent any part of the Prayer for Relief is deemed to include or constitute an allegation of fact, Dentalfone denies such allegations. Dentalfone's Prayer for Relief is set forth below.

AFFIRMATIVE DEFENSES

Failure to State a Claim

WEO's Amended Complaint fails to state a claim upon which relief may be granted.

No Injunctive Relief

WEO is not entitled to preliminary or permanent injunctive relief as its alleged injury is not immediate or irreparable and has an adequate remedy at law. The balance of hardships in the public interest also do not favor injunctive relief in this Action.

Mitigation of Damages

The damages sought by WEO are not recoverable because WEO has failed to mitigate its damages.

Unclean Hands

WEO's claims are barred by the doctrine of unclean hands.

Reservation of Additional Defenses

Dentalfone reserves the right to rely upon any other defenses that may apply to this Action, and to assert such defenses at the appropriate time.

COUNTERCLAIMS

Dentalfone hereby asserts the following counterclaims against Plaintiff WEO:

Parties

1. Defendant and Counterclaim-Plaintiff Dentalfone, LLC ("Dentalfone") is a limited liability corporation organized under the laws of the State of Florida and having a principal place of business at 3000 North Atlantic Avenue, Suite 107, Cocoa Beach, Florida 32931.

2. Upon information and belief, Plaintiff and Counterclaim-Defendant Touchpoint Communications, LLC d/b/a WEO Media, LLC (“WEO”) is a limited liability corporation organized under the laws of the State of Oregon and having a principal place of business at 5331 SW Macadam Avenue, Suite 354, Portland, Oregon 97239.

Jurisdiction and Venue

3. This Court has subject matter jurisdiction over the claims set forth in this Amended Complaint because this action arises under federal law, specifically, under the Copyright Laws of the United States, as set forth in Title 17 of the United States Code; and for the related claims of unfair competition under Section 43(a) of the Lanham Act (15 U.S.C. § 1125(a)) and R.C.W.A. § 19.86 *et seq.* This Court also has jurisdiction over this action under 28 U.S.C. §§ 1331, 1332, 1338(a), and 1367.

4. The Court has personal jurisdiction over WEO because WEO has submitted to the jurisdiction of this Court. The Court further has jurisdiction over WEO because according to Plaintiff’s Amended Complaint, WEO is registered in the State of Washington, because WEO has availed itself of the privilege of conducting and soliciting business in the State of Washington, and because the claims set forth in this action arise out of WEO’s infringing activities in the State of Washington among other states, such that it would be reasonable for this Court to exercise personal jurisdiction over WEO.

5. Venue in this District is appropriate pursuant to 28 U.S.C. §§ 1391(b), (c), and 1400(a), because WEO has committed acts of infringement in this District and has sold or offered for sale, or otherwise provided, infringing products and services in this District.

Facts

6. Dentralfone is an Internet Dental Marketing company that creates and designs mobile applications, websites and logos for dental practices.

7. Dentralfone creates mobile applications and websites for its clients using a unique and proprietary design that was exclusively developed by Dentralfone (“the Dentralfone Design”).

1 8. In designing a mobile application and/or website for a client, client-specific content is
2 prepared, but the general look and feel of the product utilizes the Dentalfone Design.

3 9. Dentalfone maintains the copyright in each mobile application and website is designs
4 for its clients.

5 10. Dentalfone has worked to develop its Designs, services and reputation within the dental
6 industry through extensive industry-focused promotion and marketing, including attending
7 many dental industry trade shows each year, and has built a valuable business based on demand
8 for its distinctively-styled Dentalfone Design.

9 11. Dentalfone's products and services are marketed throughout the United States.

10 12. As a result of Dentalfone's promotional and marketing efforts, Dentalfone's clients and
11 others in the dental industry recognize the uniqueness of the Dentalfone Design, and as a result,
12 the Dentalfone Design has attained commercial success and received industry acclaim.

13 13. The Dentalfone Design is a critical component of Dentalfone's business and represents
14 enormous commercial value to Dentalfone. Dentalfone has invested substantial time and
15 expense in the development and promotion of the Dentalfone Design, efforts that have entailed
16 countless man hours of work and resources spread over several years to build the reputation of
17 Dentalfone and its Dentalfone Design in the dental industry.

18 14. In accordance with its general business practices, Dentalfone pitches creative ideas to
19 prospective clients, purchasers and/or business partners with the object of selling those ideas
20 for compensation.

21 15. It is standard in the Internet Dental Marketing industry for ideas to be pitched with the
22 expectation of compensation in the event of ultimate use of those ideas.

23 16. On November 11, 2014, Dentalfone filed with the United States Copyright Office an
24 application to register its copyright in its mobile application designs (hereinafter "the
25 Copyrighted Design"). A true and correct copies of the Application (Case No. 1-1882367461)
26 and deposit materials submitted to the United States Copyright Office is attached as Exhibit A.
27

1 17. Since its publication, the Copyrighted Design has included a copyright notice,
2 evidencing Dentralfone's copyright ownership.

3 18. The Dentralfone Design utilize a unique and proprietary home page design developed by
4 Dentralfone that embodies a protectable trade dress in the perception of purchasers and potential
5 purchasers in the dental industry. A representative sample of Dentralfone's trade dress is
6 provided in Exhibit B.

7 19. The Dentralfone Design is nonfunctional and is widely recognized by the dental industry
8 and has built up extensive goodwill and acquired secondary meaning among the relevant trade
9 as a symbol identifying Dentralfone as the creator of the Design.

10 20. Upon information and belief, WEO is an Internet Dental Marketing company that
11 provides marketing services to dental practices, including, but not limited to, custom design of
12 mobile applications and websites.

13 21. WEO directly competes with Dentralfone in the design and development of mobile
14 applications and websites for dental practices throughout the country.

15 22. WEO attends some of the same dental industry trade shows that are attended by
16 Dentralfone.

17 23. Both Dentralfone and WEO attended and were vendors at the 29th Annual Meeting of
18 the Academy of Osseointegration (the "2014 AO Meeting"), held in Seattle, Washington on
19 March 6-8, 2014.

20 24. At the 2014 AO Meeting, Ian McNickle, a representative of WEO visited Dentralfone's
21 Booth and had detailed conversations with Dentralfone company representatives which included
22 discussions about Dentralfone's product design, pricing and benefits.

23 25. During such discussions, WEO, through Mr. McNickle, had access to the Dentralfone
24 Design and, as a result, the Copyrighted Design.

25 26. During discussions with Mr. McNickle about the Dentralfone Design lasting between
26 about 45 minutes to an hour, Mr. McNickle indicated to Dentralfone representatives that he was
27 impressed with the Design and thought Dentralfone had a great product.

1 27. Mr. McNickle indicated a desire to develop partnering opportunities between WEO and
2 Dentalfone, and made statements during the discussions at the 2014 AO Meeting that WEO
3 might consider recommending Dentalfone mobile applications to their clients in lieu of WEO's
4 designs in exchange for compensation. Mr. McNickle also indicated that WEO's focus was
5 mostly on selling search engine optimization (SEO) services instead of website and mobile
6 application design, and further that WEO was looking to expand to the east coast for such SEO
7 services and could work with Dentalfone to achieve this expansion.

8 28. After the 2014 AO Meeting, Dentalfone sent several follow-up communications to Mr.
9 McNickle regarding pursuing the proposed partnering opportunities; however, no response was
10 received from Mr. McNickle or WEO, and no partnering opportunities or other business were
11 pursued between Dentalfone and WEO.

12 29. On or about October 24, 2014, Dentalfone learned of a mobile application designed by
13 WEO for Smiles Dental Longview, *welovesmiles.com*, that utilized the Dentalfone Design. A
14 copy of the infringing Smiles Dental Longview design is attached hereto as Exhibit C.

15 30. On or about October 24, 2014, Dentalfone first discovered that WEO was using the
16 infringing Smiles Dental Longview mobile application on its own website,
17 *www.weodental.com*, to advertise WEO's mobile application design services for dental
18 practices. A copy of WEO's website, as printed on March 4, 2015, is attached hereto as
19 Exhibit D.

20 31. Dentalfone did not authorize use of the Dentalfone Design for any mobile application or
21 website associated with Smiles Dental Longview.

22 32. Dentalfone has never licensed or otherwise authorized use of the Dentalfone Design, or
23 other rights associated therewith, for any mobile application or website created or developed by
24 WEO, or for any advertisement or promotion of WEO's services.

25 33. Dentalfone has not licensed to WEO, or otherwise authorized WEO, any rights, to use
26 the Copyrighted Design.
27

1 34. Since October 2014, Dentalfone has learned of additional mobile applications and
2 websites believed to have been designed by WEO for dental practices that utilize the
3 Dentalfone Design. During this time frame, Dentalfone has also identified other mobile
4 applications and websites believed to have been designed by WEO that utilize different designs
5 other than the Dentalfone Design.

6 35. On November 25, 2014, Dentalfone sent WEO a cease-and-desist letter identifying,
7 *inter alia*, Dentalfone's rights in the Dentalfone Design and requesting WEO to cease and
8 desist its activities in violations of those rights. A copy of the November 25, 2014 letter is
9 attached hereto as Exhibit E.

10 36. Prior to the filing of WEO's Complaint in this Action, Dentalfone never received any
11 substantive response from WEO to the November 25, 2014 letter.

12 37. Having received no response from WEO to the November 25, 2014 letter, Dentalfone
13 sent a second cease-and-desist letter to WEO on March 4, 2015 reiterating, *inter alia*,
14 Dentalfone right sin the Dentalfone Design and requesting WEO to cease and desist its
15 activities in violation of those rights. A copy of this March 4, 2015 letter was also sent to
16 Smiles Dental. A copy of the March 4, 2015 letter is attached hereto as Exhibit F.

17 38. Prior to the filing of WEO's Complaint in this Action, Dentalfone never received any
18 substantive response from WEO or Smiles Dental to the March 4, 2015.

19 39. Upon information and belief, Smiles Dental has changed the url and design of its
20 Mobile application and website from the version made available to the public on or about
21 October 24, 2014.

22 40. Upon information and belief, WEO has removed all images of the Smiles Dental mobile
23 application design from its website.

24 41. Upon information and belief, WEO is aware of the commercial success and industry
25 acclaim for the Dentalfone Design. Upon further information and belief, WEO intended to reap
26 the benefit of such success and acclaim by offering designs that copy the Dentalfone Design.
27

42. As a result of WEO's infringing activities, Dentralfone has suffered financial harm and damage to its reputation.

43. Upon information and belief, WEO's actions in copying the Dentralfone Design were intentional and willful.

44. Upon information and belief, unless restrained by this Court, WEO will continue to willfully and intentionally use, without authority from Dentralfone, components and materials in connection with its infringing products and designs.

Count I

Federal Copyright Infringement

45. Defendant and Counterclaim-Plaintiff Dentralfone realleges and restates each and every allegation set forth in paragraphs 1-44 inclusive, and incorporates them herein by reference.

46. The Copyrighted Design comprises, in whole or in part, an original work of authorship that constitutes copyrightable subject matter under the copyright laws of the United States, 17 U.S.C. §§ 101 *et seq.* Dentralfone has complied in all respects with the laws governing copyright.

47. Dentralfone has not conveyed any copyright interest in the Copyrighted Design to WEO.

48. In violation of Dentralfone's exclusive rights in the Copyrighted Design, WEO has intentionally and willfully copied the Copyrighted Design, and reproduced and sold infringing designs that are strikingly and substantially similar to the Copyrighted Design.

49. WEO's unlawful conduct constitutes infringement of Dentralfone's exclusive rights in the Copyrighted Design, including without limitation Dentralfone's rights under 17 U.S.C. § 106.

50. Upon information and belief, as a direct and proximate result of WEO's wrongful conduct, WEO has realized and continues to realize profits and other benefits rightfully belonging to Dentralfone.

51. As a result of WEO's unlawful conduct, Dentralfone has suffered and will continue to suffer damages in an amount to be ascertained.

52. WEO's continued, unauthorized reproduction of the Copyrighted Design is causing and will cause Dentalphone irreparable harm unless enjoined by this Court.

Count II

Trade Dress Infringement under the Lanham Act (15 U.S.C. § 1125(a))

53. Defendant and Counterclaim-Plaintiff Dentalphone realleges and restates each and every allegation set forth in Paragraphs 1-52 inclusive, and incorporates them herein by reference.

54. WEO's unauthorized use of a trade dress for its infringing mobile applications and websites that is confusingly similar to the trade dress in the Dentalphone Design constitutes trade dress infringement, false designation of original, false representation and false description, all in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), to the substantial and irreparable injury of the public and of Dentalphone, including its business reputation and goodwill.

55. Upon information and belief, by such wrongful acts, WEO has caused, and unless restrained by the Court, will continue to cause serious irreparable injury and damage to Dentalphone, and to the goodwill associated with the distinctive trade dress in the Dentalphone Design, including diversion of customers, lost sales, and lost profits.

56. Dentalphone has no adequate remedy at law.

Count III

Violation of Federal Unfair Competition (15 U.S.C. § 1125(a))

57. Defendant and Counterclaim-Plaintiff Dentalphone realleges and restates each and every allegation set forth in Paragraphs 1-56 inclusive, and incorporates them herein by reference.

58. WEO's aforementioned acts were, and continue to be, engaged in by WEO in the conduct of trade and/or commerce.

59. By engaging in the acts alleged above, WEO has willfully and maliciously engaged in conduct offensive to public policy, governing statutes, common law principles, and established concepts of fairness.

60. WEO's aforementioned acts were, and continue to be, unfair, unconscionable, unethical, unscrupulous and/or deceptive.

61. WEO's conduct has caused and will continue to cause substantial injury to Dentralfone and to the public interest.

62. Dentralfone has suffered, and if WEO is not enjoined, Dentralfone will continue to suffer damages as a result of WEO's aforementioned acts.

63. The acts complained of herein, when viewed in connection with the totality of what has been copied by WEO, demonstrate a pattern of deceptive and unfair trade practices in the conduct of its trade or business.

64. WEO's aforementioned acts constitute unfair competition, false advertising, and unfair or deceptive acts or practices in the conduct of trade or commerce in violation of the Lanham Act, Section 43(a), 15 U.S.C. § 1125(a).

65. WEO's continued unlawful and unfair trade practices are causing and will cause Dentralfone irreparable harm.

66. The actions of WEO are wanton and willful, and render this case exceptional under 15 U.S.C. § 1117(a).

Count IV

Violation of the Washington Unfair Trade Practices Act

67. Defendant and Counterclaim-Plaintiff Dentralfone realleges and restates each and every allegation set forth in Paragraphs 1-66 inclusive, and incorporates them herein by reference.

68. WEO's aforementioned acts constitute unfair competition, false advertising, and unfair or deceptive acts or practices in the conduct of trade or commerce, all in violation of the Washington Unfair Trade Practices Act, R.C.W.A. § 19.86 *et seq.*

69. As a direct and proximate result of the unfair competition and unfair trade practices committed by WEO, WEO has been unjustly enriched and Dentralfone has suffered injury and irreparable harm for which it has no adequate remedy at law and in an amount to be proved at trial.

70. Unless enjoined by this Court, WEO will continue its unlawful and unfair trade practices and cause Dentralfone to suffer further injury and irreparable harm.

71. Each of the acts of unfair competition were done willfully and maliciously by WEO, entitling Dentralfone to punitive damages to be proved at trial.

Count V

Common Law Unfair Competition

72. Defendant and Counterclaim-Plaintiff Dentralfone realleges and restates each and every allegation set forth in Paragraphs 1-71 inclusive, and incorporates them herein by reference.

73. WEO's aforementioned acts constitute unfair competition and unfair or deceptive trade practices under the common law.

74. By virtue of the unfair competition and unfair trade practices, Dentralfone has been damaged by WEO's aforementioned acts.

75. Unless enjoined by this Court, WEO will continue its unlawful and unfair trade practices and cause Dentralfone to suffer further injury and irreparable harm.

Count VI

Common Law Misappropriation

76. Defendant and Counterclaim-Plaintiff Dentralfone realleges and restates each and every allegation set forth in Paragraphs 1-75 inclusive, and incorporates them herein by reference.

77. By replicating the Dentralfone Design, WEO has misappropriated the substantial commercial value of the Design without the consent or authorization of Dentralfone.

78. By this misappropriation, WEO is attempting to reap the benefits of Dentralfone's efforts without committing the time and resources to independently develop a design. Because WEO has avoided the expense of creating its own design, WEO is able to present a product to clients that would not be possible if WEO were not obtaining a free ride on the basis of Dentralfone's prior efforts.

79. As a direct and proximate result of WEO's misappropriation, Dentralfone has sustained damages and continues to sustain damage so long as WEO's activities continue, in an amount to be proved at trial.

80. WEO's misappropriation has caused, and unless enjoined, will continue to cause, substantial competitive injury to Dentralfone.

Prayer for Relief

WHEREFORE, Defendant and Counterclaim Plaintiff Dentralfone seeks judgment as follows:

1. That this Court declare that the Copyrighted Design is valid and infringed by WEO.

2. That this Court preliminarily and permanently enjoin WEO, and anyone acting in concert with it, from infringing or contributorily infringing the copyrights in the Dentralfone Design, including the Copyrighted Design.

3. That this Court order WEO to account for all sales, profits and advantages derived from its infringement of the copyrights in the Dentralfone Design, including the Copyrighted Design.

4. That this Court award Dentralfone its actual damages or WEO's profits, as provided in 17 U.S.C. § 504, in an amount to be determined at trial.

5. That this Court preliminarily and permanently enjoin WEO, and anyone acting in concert with it, from infringing Dentralfone trade dress in the Dentralfone Design.

6. That this Court enter judgment that:

a. WEO has engaged in unfair competition and unfair or deceptive trade practices with Dentralfone in the market for mobile application and website design for dental practices, and Dentralfone has been damages thereby; and

b. WEO's unfair competition and unfair or deceptive trade practices in the market for mobile application and website design for dental practices has been wanton and willful, which renders this case exceptional.

7. That this Court preliminarily and permanently enjoin WEO, and anyone acting in concert with it, from engaging in acts of unfair competition and unfair or deceptive trade practices with Dentralfone in the dental field.

1 8. That this Court preliminarily and permanently enjoin WEO, and anyone acting in
2 concert with it, from misappropriating or threatening to misappropriate the commercial value of
3 the Dentralfone Design.

4 9. That this Court preliminarily and permanently enjoin WEO, and anyone acting in
5 concert with it, from making false or misleading representations regarding the source of the
6 Dentralfone Design.

7 10. That this Court award Dentralfone its damages suffered as a result of WEO's acts of
8 infringement, common law misappropriation, unfair competition and unfair or deceptive trade
9 practices in the dental field, in an amount to be proven at trial.

10 11. That this Court award Dentralfone the unjust enrichment gained by WEO from its
11 unlawful acts.

12 12. That this Court award Dentralfone exemplary damages not to exceed three times the
13 actual damages for unfair competition pursuant to 15 U.S.C. § 1117(a).

14 13. That this Court award Dentralfone punitive damages for WEO's unfair competition and
15 unfair or deceptive trade practices pursuant to R.C.W.A. § 19.86.090 on account of WEO's
16 wanton, willful and malicious tortious conduct.

17 14. That this Court declare this case exceptional and award Dentralfone its costs in this
18 Complaint, together with reasonable attorneys' fees as provided in 17 U.S.C. § 505, 15 U.S.C.
19 § 1117(a), and/or R.C.W.A. § 19.86.090.

20 15. That Dentralfone be awarded such other and further relief, general and special, at law or
21 in equity, which this Court, in its discretion, may deem just and proper.

22 **Jury Demand**

23 Defendant and Counterclaim-Plaintiff Dentralfone hereby demands a jury trial.
24
25
26
27

1 DATED this 27th day of July, 2015.

2 Davis Wright Tremaine LLP
3 Attorneys for Defendant Dentalphone, LLC

4 By s/ John Goldmark
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CERTIFICATE OF SERVICE

I hereby certify that on 27th day of July, 2015, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to those attorneys of record registered on the CM/ECF system. All other parties (if any) shall be served in accordance with the Federal Rules of Civil Procedure.

DATED this 27th day of July, 2015.

By s/ John Goldmark
John Goldmark, WSBA #40980

Exhibit A

-APPLICATION-

Title

Title of Work: Deltafone Mobile App - Design 1

Completion/Publication

Year of Completion: 2013

Date of 1st Publication: January 13, 2013

Nation of 1st Publication: United States

Author

■ **Author:** Deltafone LLC.

Author Created: text, 2-D artwork

Work made for hire: Yes

Citizen of: United States

Copyright claimant

Copyright Claimant: Deltafone LLC.

3000 N Atlantic Avenue, Suite 107, Cocoa Beach, FL, 32931, United States

Limitation of copyright claim

Material excluded from this claim: Icons: sun, calendar, road, mobile phone, checked box, people, speech bubble, rotation arrows, heart, paper clip, modem, flag, chain links, medical bag, leaf, thumbs-up, home, bust in silhouette, Facebook®, Twitter®, Google+, Dr Oogle, Pinterest®, LinkedIn®, Yelp®, Instagram®, Yahoo!® ; Photos/Images: camera lens, woman holding dental alignment, x-ray of skull, x-ray of jaw, dental implants, mobile phone, mobile phone displaying map, tooth and medical bag, green leaf, puzzle piece, tooth and shield, rainbow colored teeth, hands forming a circle, thumbs-up, caduceus, tooth and question mark.

New material included in claim: text, 2-D artwork

Rights and Permissions

Organization Name: McCormick, Paulding & Huber LLP

Address: 185 Asylum Street

CityPlace II

Hartford, CT 06103 United States

Certification

Name: Mallory S. Hein

Date: November 11, 2014

Applicant's Tracking Number: 8380-0003

Registration #:

Service Request #: 1-1882367461

Priority: Special Handling

Application Date: November 11, 2014 11:47:53 AM

Correspondent

Organization Name: McCormick, Paulding & Huber LLP

Name: Mallory S Hein

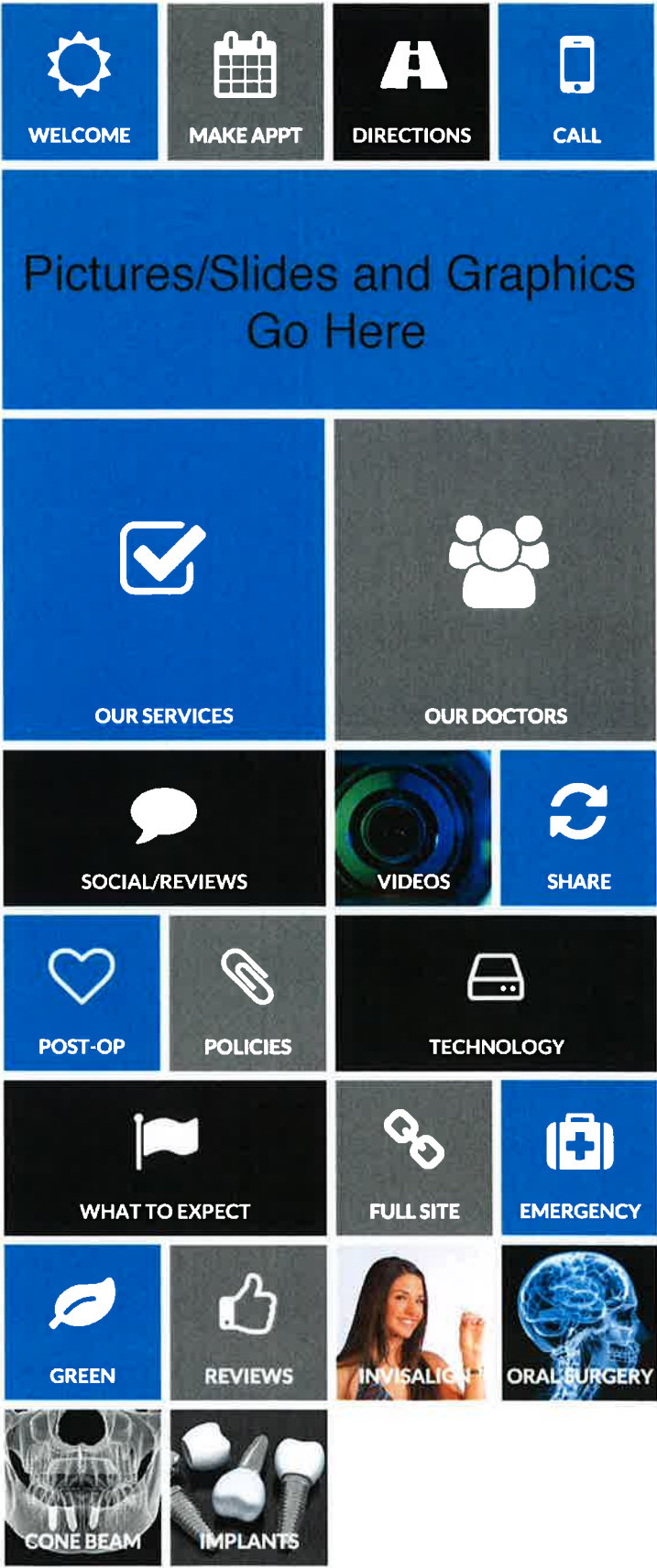
Email: hein@ip-lawyers.com

Telephone: 860-549-5290

Address: 185 Asylum Street
CityPlace II
Hartford, CT 06103 United States

Mail Certificate

McCormick, Paulding & Huber LLP
185 Asylum Street
CityPlace II
Hartford, CT 06103 United States





Welcome!

Welcome to our practice! This custom website is also a smartphone application that has been designed to deliver the key information you need when visiting our office. It's easy to give us a call or find directions. Please visit the share page to learn how to load our application on your smartphone. We look forward to having you as a patient and thank you for selecting us for your dental care needs. We focus on the needs of each patient to provide a comfortable patient experience in a relaxing and modern environment. If you haven't already scheduled your appointment, please give us a call today.

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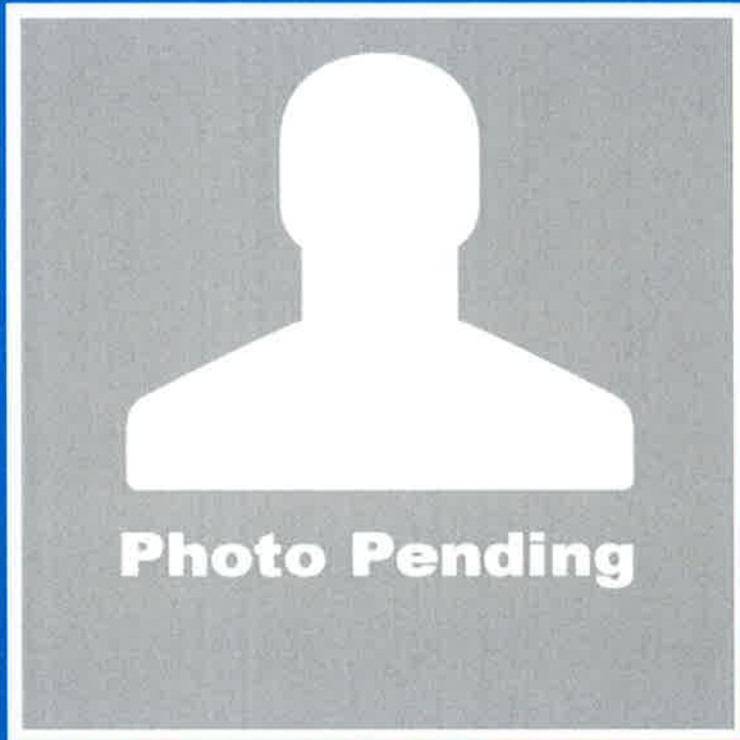
+ Comprehensive Evaluation / Oral Examination

+ Cleaning

+ Whitening

+ Crown

🏠 HOME



Doctor 1

Photo and biographic information to come.

Full Bio

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General Guidelines for all procedures:

Do not chew on hard, sticky or chewy foods for a least 24 hours. Never chew on ice. Avoid aggressive chewing and sticky foods such as "hard tack" candies that can loosen or damage a restoration. Carefully follow all guidelines provided by the doctor and their staff and most importantly practice good oral hygiene. Additional instructions following various types of treatment are listed below. Please click on the below topics for detailed instructions. In the event of an emergency, please call our office. If you are experiencing a serious or life threatening emergency, please call 911 or visit the nearest emergency room.

✦ [Post-Operative Instructions Following Crown and Bridge](#)

✦ [Post-Operative Instructions Following Fillings](#)

POLICIES



Dental Insurance is different from Medical Insurance. Many patients aren't familiar with the specifics of their dental insurance benefits. Your dental benefits are based on the agreement your employer negotiated with your insurance carrier. Please review the insurance benefit booklet provided by your employer to better understand the benefits they make available as part of your insurance coverage. The patient payment portion covered for procedures varies depending on the coverage provided by your employer.

An estimate of the amount covered by your insurance company will be provided at the time of your treatment, based on the information they provide to us. The estimate is never a guarantee of benefits or the amount that will be paid. We will file all insurance claims as a courtesy to our patients. This does not however, transfer the responsibility of your financial obligation to the insurance company. If the amount paid by the insurance company is less than or greater than the estimate, then you will be billed the difference or issued a credit on the account in the event of an overpayment. Please let us know if you have questions about our financial policies or financing options prior to your treatment.

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Our office employs many types of new technology. These technologies benefit the patient by offering improved diagnosis and care.

Cone Beam Scanner

Cone Beam technology provides a digital tomographic 3D view of the patient's area of interest. A traditional x-ray is only two-dimensional. With Cone Beam systems the doctor is able to get a full 360 degree view of the tooth and all surrounding areas. The 3D Cone Beam scanner provides nearly limitless views of the teeth while using less radiation than traditional medical CT technology. This new technology is fast, simple and painless, providing many wonderful benefits that were unavailable only a few years ago.

CAD/CAM Dentistry

Computer Aided Design (CAD) and Computer Aided Milling (CAM) offer advanced treatment options with less waiting time for a restoration. Depending on the procedure(s) being performed, your dental restoration(s) may be able to be placed on the same day or next day instead of the usual wait of one to two weeks or more. Using a special scanner, the office can take a digital impression without using traditional trays, improving patient comfort. The restoration(s) is then designed using advanced computer 3D technology that can analyze the interaction of the new restoration with your other teeth. A new crown can be milled out of a solid piece of tooth-colored

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One of our primary missions is to help reduce paper and lower our impact on the environment. Providing the information on the site and phone app help us do that. Using a QR code we are able to provide information that would take many pages of paper to print. Whenever possible, we use electronic data and digital x-rays to pass the important information regarding your case from one health professional to another. The dentist, specialist, and patient team can work towards being more environmentally friendly which all contributes to a better planet. Each day we are finding new ways to improve our impact on the environment while having even better means of providing the best possible patient care.

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Exhibit B

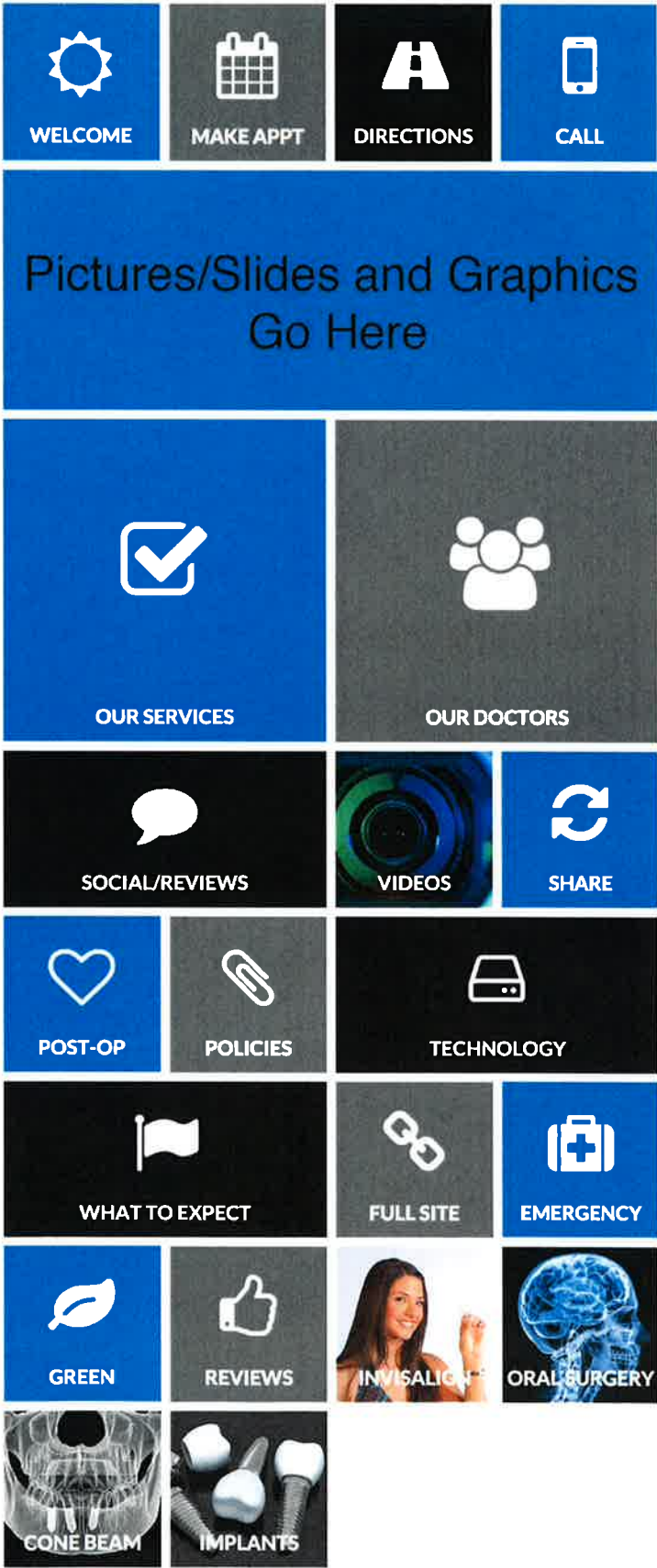


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Depending on where you live websites are accessed by mobile devices between 25% to 50% of the time. Now more than ever it is really important to have a mobile optimized website. Our mobile website service leverages your main website so all updates to your main website automatically transfer to your mobile website.

Once your dental website is launched, we will continue to work with you to maintain, promote, and update the website for years to come. We have launched hundreds of websites all across the country and we would love for your dental practice to be next. Please [contact us](#) today.

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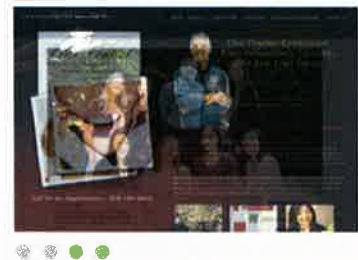


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Intellectual Property Law

Offices in
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Springfield, MA

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*Admitted in MA

Counsel
Geoffrey G. Dellenbaugh

Of Counsel
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Donald K. Huber*
John C. Hilton*

Trademark Specialist
Mallory Hein*

November 25, 2014

VIA FEDEX

WEO Media
5331 SW Macadam Ave
Suite 354
Portland, OR 97239

Re: Infringement of Dentalphone Mobile Applications and Website
(Our File No. 8380-0005)

Dear Sir or Madam:

Our law firm represents Dentalphone, LLC ("Dentalphone"), in intellectual property matters.

As you know, Dentalphone creates websites and mobile applications for its clients using a unique and proprietary design ("Dentalphone design") that was exclusively developed by Dentalphone. Dentalphone's clients and others in the dental industry recognize the uniqueness of Dentalphone's design and as a result Dentalphone must maintain the identity and goodwill of its intellectual property rights related to the Dentalphone design.

We have become aware that you are designing websites and applications in the dental field that infringe the intellectual property rights in the Dentalphone design. In particular, we are concerned with the product shown in the enclosed screenshot ("Infringing Product"), we believe you have previously reviewed Dentalphone's materials and consider your product to be a direct copy.

The purpose of this letter is to inform you that Dentalphone's website and mobile app products are protected by copyright under 17 U.S.C. § 102. As the design of your Infringing Product is a substantially similar copy of Dentalphone's design continued use of the Infringing Product constitutes infringement of Dentalphone's rights. We note that the striking similarities between your product and the Dentalphone design first occurred shortly after you had access to the Dentalphone design at the AO Meeting in Seattle and had detailed discussions with Dentalphone regarding Dentalphone's product design, pricing and benefits.

WEO Media
8380-0005
November 25, 2014
Page 2

In addition, Dentalfone's design is protected by trade dress rights under common law. Dentalfone, through its customers and participation in numerous tradeshow and other events, has developed recognition in the marketplace as the source of the unique Dentalfone design. The design of your Infringing Product copies the overall "look and feel" of the Dentalfone design and, therefore, is likely to cause confusion as to the source of the Infringing Product. Accordingly, your sale of the Infringing Product constitutes trade dress infringement under 15 U.S.C. § 1125(a). Dentalfone must preserve the uniqueness and signifying nature of its design, and is strongly opposed to any uses which generate the appearance that Dentalfone had authorized and sponsored such uses.

In view of the foregoing, we must demand that you immediately cease and desist from making and/or selling the Infringing Product and any other products that infringe Dentalfone's intellectual property rights and remove any and all infringing uses of the Dentalfone design from any websites and/or applications including but not limited to images of the Infringing Product. We hope that you will understand Dentalfone's position in making this demand. Dentalfone is not litigious by nature, but must protect its investment in intellectual property. Accordingly, we hope that WEO will agree to the foregoing so that both parties can avoid the cost and aggravation of litigation.

We would appreciate WEO's written confirmation of compliance with Dentalfone's requests by **December 9, 2014**. In the event we fail to hear from WEO, we will advise Dentalfone to consider all legal remedies available to it.

Very truly yours,

McCormick, Paulding & Huber LLP

By Wm. Tucker Griffith / MSH
Wm. Tucker Griffith

TG/MSH/sbv
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Once your dental website is launched, we will continue to work with you to maintain, promote, and update the website for years to come. We have launched hundreds of websites all across the country and we would love for your dental practice to be next. Please [contact us](#) today.

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Of Counsel
Arthur F. Dionne*
Donald K. Huber*
John C. Hilton*

Trademark Specialist
Mallory Hein*

March 4, 2015

VIA FEDEX

WEO Media
5331 SW Macadam Ave
Suite 354
Portland, OR 97239

Re: Infringement of Dentalfone Mobile Applications and Website
(Our File No. 8380-0005)

Dear Sir or Madam:

Our law firm represents Dentalfone, LLC ("Dentalfone"), in intellectual property matters.

As you know, Dentalfone creates websites and mobile applications for its clients using a unique and proprietary design ("Dentalfone design") that was exclusively developed by Dentalfone.

We previously informed you of Dentalfone's rights by letter dated November 25, 2014. In reference to that letter, Dentalfone remains very concerned with your continued use of the Infringing Product (see enclosed screenshot) coupled with your failure even to acknowledge our prior notice of infringement.

The purpose of this letter is to reiterate that your continued use of the Infringing Product constitutes infringement of Dentalfone's copyrights and trade dress rights in the Dentalfone Design. Moreover, inasmuch as Dentalfone has previously provided you with notice of such infringement, any continued use by you of the Infringing Product constitutes willful infringement of Dentalfone's Design.

In view of the foregoing, we must again demand that you immediately cease and desist using the Infringing Product and any other products that infringe Dentalfone's intellectual property rights. Due to your previous failure to respond to Dentalfone's notice of infringement, we have advised Dentalfone to consider its legal options. If you persist in infringing Dentalfone's rights, Dentalfone shall have to resort to all legal recourse available to it.

WEO Media
8380-0005
March 4, 2015
Page 2

We hope that you will understand Dentalfone's position in making this demand. Dentalfone is not litigious by nature, but must protect its investment in intellectual property. Accordingly, we hope that you will agree to the foregoing so that both parties can avoid the cost and aggravation of litigation.

We would appreciate your acknowledgement of and response to Dentalfone's requests no later than March 18, 2015. In the event we fail to hear from you, we will vigorously pursue appropriate legal remedies.

Very truly yours,

McCormick, Paulding & Huber LLP

By 
Wm. Tucker Griffith

TG/MSH/aer
Enclosures

cc: Smiles Dental - Via FedEx

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